

NF
Co. Manager
Margaret

FILED

NO. 91.083 DOUGLAS COUNTY RECREATION DEPARTMENT

'91 AUG 28 P3:40

VEHICLE LEASE AGREEMENT

7/1/91 - 6/30/93

DAVE [unclear]
CLERK

BY [Signature] WHEREAS, the COUNTY Douglas County School District (hereinafter "District"), Douglas County, Nevada, owns certain school buses and vehicles which the County of Douglas, State of Nevada (hereinafter "County"), desires to use in connection with certain duly authorized functions of the County; and

WHEREAS, the County has requested to lease certain of said school buses and vehicles from the District on weekends or other times during the period of this agreement commencing July 1, 1991, and ending June 30, 1993; and

WHEREAS, an agreement for the lease of said school buses and vehicles is authorized pursuant to Nevada Revised Statutes 227.045, et seq.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereto do agree as follows:

W I T N E S S E T H:

1. The Board of Trustees, Douglas County School District, hereinafter referred to as "Lessor," hereby leases to the County of Douglas, hereinafter referred to as "Lessee," the following described motor vehicle equipment, provided, however, that from

259034

time to time Lessor may substitute other vehicles for one or more of the vehicles listed below.

2a. The parties hereto agree that the said vehicles shall be used on weekends or other times during the period of this Agreement, to wit: July 1, 1991 to June 30, 1993, and the periods known as Winter Break and Easter Vacation, for the transportation of those persons who are members, leaders or chaperones of a ski club, group organization, or other organizations duly sanctioned and/or sponsored by Lessee. It is expressly understood and agreed to by the parties that the use of said vehicles shall be only for the transportation of said persons from the location designated by Lessee as being the debarkation point to the ski area and from the ski area back to the debarkation point. The debarkation point referred to herein shall be the Douglas High School for the valley and the Kingsbury Middle School for the lake unless Lessee shall inform Lessor, in writing, of a change in said debarkation point. The name or names of the ski area or areas to which the vehicles will be traveling will be submitted to the Lessor by Lessee within ten (10) days of the execution of this Agreement.

2b. Other trips sanctioned by Lessee shall be submitted to Lessor at least ten (10) days prior to date of departure and will be granted as vehicles and drivers are available after first meeting the needs of the School District.

3a. The parties hereto agree that to insure that only qualified and duly licensed persons shall drive said vehicles,

259034

BOOK 891 PAGE 4978

Lessor shall assign drivers for each vehicle and only the driver assigned to a specific vehicle shall drive that vehicle except in emergency situations. Each such driver shall be paid at the rate of \$9.00 per hour, except the lead drivers (lake and valley) whose salary shall be ten percent (10%) greater. The salary of each such driver shall be paid by the Lessee. The drivers of the leased vehicles are only authorized to drive said vehicles and perform only such tasks and duties associated therewith. At no time shall a driver of any of the leased vehicles be responsible for the operation, supervision or control of the ski program or the persons involved therewith. It shall be the responsibility of the Lessee, or the persons designated by Lessee, to make sure that the said drivers shall not be allowed on the ski slopes.

3b. Any overnight trip or trips other than ski club lease shall reimburse Lessor for driver meals and lodging (i.e., \$5.00 for breakfast, \$6.00 for lunch, \$13.00 for dinner; in-state lodging, \$50.00 per night; out-of-state lodging, \$70.00 per night).

4. Notwithstanding any other provisions contained herein, the driver of a vehicle leased pursuant to this Agreement shall be in charge of the vehicle at all times. As the person in charge, he/she will have the authority to set the policy with respect to the behavior of the persons riding on his/her vehicle. Failure of the persons on said vehicle to comply with the rules of conduct established by the driver will be sufficient cause for the driver of said vehicle to return to the debarkation point. Such a decision shall be solely within the discretion of each individual

259034

BOOK 891 PAGE 4979

driver.

SECTION (5) SKI CLUB BUSES

5. The Lessor will assign bus drivers at the lake and in the valley, whose duties will include, but not be limited to the following:

1. to inspect buses prior to their leaving the Lessor's equipment yard;
2. have the discretion as to whether to proceed with the trip should they encounter adverse weather conditions. The lead bus driver's decision to return shall be final and shall in no way affect the terms of this Agreement;
3. in case of mechanical problems, the lead driver is responsible for coordinating necessary repairs and obtaining directions and/or solutions;
4. upon the return of the buses to the Lessor's equipment shop, the lead driver shall inspect the buses and make sure they are ready for operation for the following Monday.

6. Lessee agrees to provide sufficient adult chaperones or other responsible adults, not less than two such persons per bus, to supervise the conduct and activities of the persons riding on the buses. Lessee shall be responsible for the conduct of persons riding on the buses or other vehicles and agrees to hold Lessor

259034

BOOK 891 PAGE 4980

harmless and indemnify Lessor for any damage or injury occasioned because of the conduct or acts of the persons riding on said buses or because of improper or lack of adequate supervision.

7. Due to safety laws and regulations, excess luggage will not be transported inside buses. Lessee agrees to provide additional vehicle/vehicles to transport excess luggage (skis, ski poles, etc.) that cannot be transported in luggage compartments.

8. Lessee agrees to reimburse Lessor for any costs resulting from Lessor having to repair or replace any part of the interiors of said buses damaged as a result of Lessee's improper use of said vehicles.

9. Lessor agrees to maintain said vehicles at its own expense, including, but not limited to: lubrication, tires, repairs, and cleaning. Lessee will be charged \$.72 per mile for fuel.

10. Lessor shall provide insurance on said school buses and other vehicles insuring Lessor for any claims arising from the use of said buses or vehicles for the purposes stated herein. Lessee agrees to reimburse Lessor for the costs of such insurance.

11. Should Lessee obtain insurance covering the ski program or programs which are the subject of this Agreement, Lessee shall be responsible for paying all costs of such insurance and the Lessor shall be named as an additional insured under any such policy or

policies of insurance.

12. Lessee agrees, except as to any claims insured against under the policy of insurance insuring Lessor pursuant to Paragraph 9, to hold the Douglas County School District, its trustees, officers, employees and agents, harmless for any claims of any kind whatsoever arising out of the operation of the ski program or programs mentioned herein and further agrees to indemnify the Douglas County School District for any losses or expenses that the Douglas County School District may incur as a result of any claims being brought against the Douglas County School District arising out of the operation or conducting of the ski program or programs mentioned herein, including, but not limited to, costs of suit and attorney's fees.

13. Failure to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement and the party against whom the breach occurs may terminate this Agreement by giving the breaching party written notice of its intent to terminate the contract. Upon the giving of such notice, this Agreement will be canceled and shall terminate fifteen (15) days after the receipt of the notice by the other party. Failure to terminate this Agreement for a breach of any of the conditions or terms thereof shall not be deemed to be a waiver of any future breach.

14. The parties hereto fully understand that this Agreement is

259034

intended solely for the purpose of providing Lessee with the buses and vehicles to be used in transporting persons involved in County or County-sponsored trips or sanctioned ski programs and that the Douglas County School District is not responsible for the management, operation, overseeing or day to day business of said trips or ski programs, nor is the Douglas County School District involved in the sanctioning or sponsoring of said trips or ski programs.

15. The parties hereto agree and understand that the salaries, fees, costs and other charges set forth above may have to be amended from time to time during the term of this Agreement to reflect current salaries, fees, costs and charges. Any such amendment may be made by mutual agreement of the parties.

16. Either party to this Agreement may withdraw from said Agreement upon the giving of written notice to the other party. Upon the giving of such notice, this Agreement will be canceled and shall terminate fifteen (15) days after the receipt of the notice by the other party. For the purpose of this paragraph and paragraph 13, supra, the notices mentioned shall be deemed received three days after mailing.

17. A copy of this Agreement shall be carried on each of the vehicles specified hereinabove during the entire period of this Agreement.

259034

BOOK 891 PAGE 4983

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be executed this 13th day of AUGUST, 1991.

LESSOR: BOARD OF TRUSTEES
DOUGLAS COUNTY SCHOOL DISTRICT

by: *Ken Benson*

ATTEST:

Karen Ostrem

Clerk, Board of School Trustees

CERTIFIED COPY

The document to which this certificate is attached is a full and correct copy of the original on file and on record in the County of Douglas.

SEAL
August 28, 1991
B. Reed Clerk of District Court
for the County of Douglas.
L. J. Taylor Deputy

LESSEE: DOUGLAS COUNTY

by: *M. H. [Signature]*

Chairman, Douglas County
Board of County Commissioners

ATTEST:

SEAL
Barbara Reed
Douglas County Clerk

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEBADA

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BOOK 891 PAGE 4984